

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE

THIS AGREEMENT is entered into 19th August, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Incident to the State's improvement on SR-260, the State and the Town desire to construct a frontage road, adjacent to SR-260, to eliminate left turn movement by traffic exiting the facility on the South side of SR 260, West of I-17, shown on Exhibit A, attached hereto and made a part hereof, at no cost to the Town, hereinafter referred to as the Project. This Project is contingent upon the donation of rights of way by I-17/Cottonwood Properties, as being negotiated through a Right of Way Agreement for Parcels No. 13-1026 and 13-1026-1, attached hereto by reference.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25434
Filed with the Secretary of State
Date Filed: 08/19/02

Betsy Gayles
Secretary of State

By: Jimmy A. Haenebold

II. SCOPE OF WORK

1. The Town will:

- a. Waive the requirements of Arizona Revised Statute 28-7209 (formerly 28-106).
- b. Upon completion of the Project (frontage road improvements), completion of the State's improvements to SR 260 and upon formal approval by Resolution of the State Transportation Board, accept ownership jurisdiction and maintenance responsibilities for the frontage road, as shown on Exhibit A.
- c. Provide maintenance consisting of painting activities associated with the light poles being placed by the Town's enhancement project on Main Street. The color of paint for the poles is to be selected by the Town.
- d. Assume maintenance duties for future paint requirements to the traffic signal pole, which is constructed as part of the State's improvements to SR 260, at the SR 260/Main Street Intersection and at the SR 260/General Crook Trail Intersection.

2. The State will:

- a. Acquire the necessary rights of way for the Project. Provide at no cost to the Town, the title reports, legal descriptions, warranty deeds and any other related documents required for the additional right-of-way to be acquired.
- b. Provide to State standards design plans, specifications and such other documents and services as may be required for construction bidding and construction. Incorporate or resolve Town review comments.
- c. Call for bids and upon formal approval by Resolution of the State Transportation Board, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the Project, an amount estimated at \$2,000,000. Be responsible for any contractor claims for extra compensation due to delays or whatever reason.
- d. Upon completion of the Project (Frontage Road Improvements), upon completion of the State's improvements to SR 260 and upon formal approval by Resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibilities for the frontage road, as shown on Exhibit A.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and abandonment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance of any of the provisions of this agreement, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

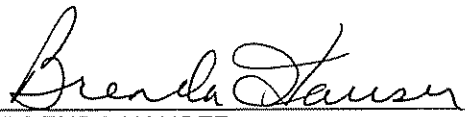
Town of Camp Verde
Town Manager
Box 710
Camp Verde, AZ 86322

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

TOWN OF CAMP VERDE

STATE OF ARIZONA
Department of Transportation

By 
BRENDA HAUSER
Mayor

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer


ATTEST

By 
DEBORAH BARBER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 18th day of June, 2002 that I, the undersigned VICTOR M MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an intergovernmental agreement with TOWN OF CAMP VERDE, for the purpose of defining responsibilities in the construction and maintenance of the Town's desire to construct a frontage road, adjacent to SR-260, to eliminate left turn movement by traffic exiting the facility on the South side of SR 260, West of I-17

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P E Assistant State Engineer
Engineering Technical Group
for VICTOR M MENDEZ, Director

RESOLUTION 2002-525

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF
TRANSPORTATION FOR CONSTRUCTION OF A FRONTAGE ROAD ADJACENT
TO SR-260**

WHEREAS, pursuant to ARS §11-951 et. al. the Town of Camp Verde has authority to enter into Intergovernmental Agreements with other governmental agencies, and

WHEREAS, pursuant to ARS §48-572 the Town of Camp Verde has authority to join with the state, or any of its departments or agencies, in the construction, operation or maintenance of improvements, and


WHEREAS, the Town of Camp Verde and Arizona Department of Transportation have an interest in improving public roads for the public benefit,

**NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
CAMP VERDE RESOLVE AS FOLLOWS:**

1. To approve the attached Intergovernmental Agreement with the Arizona Department of Transportation for construction of a frontage road adjacent to SR-260.

**PASSED AND APPROVED by a majority vote of the Town Council of
Camp Verde, Arizona, this 17 day of July 2002.**

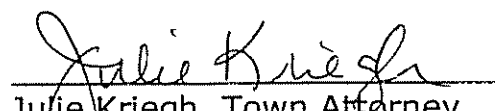
Date 7-19-02

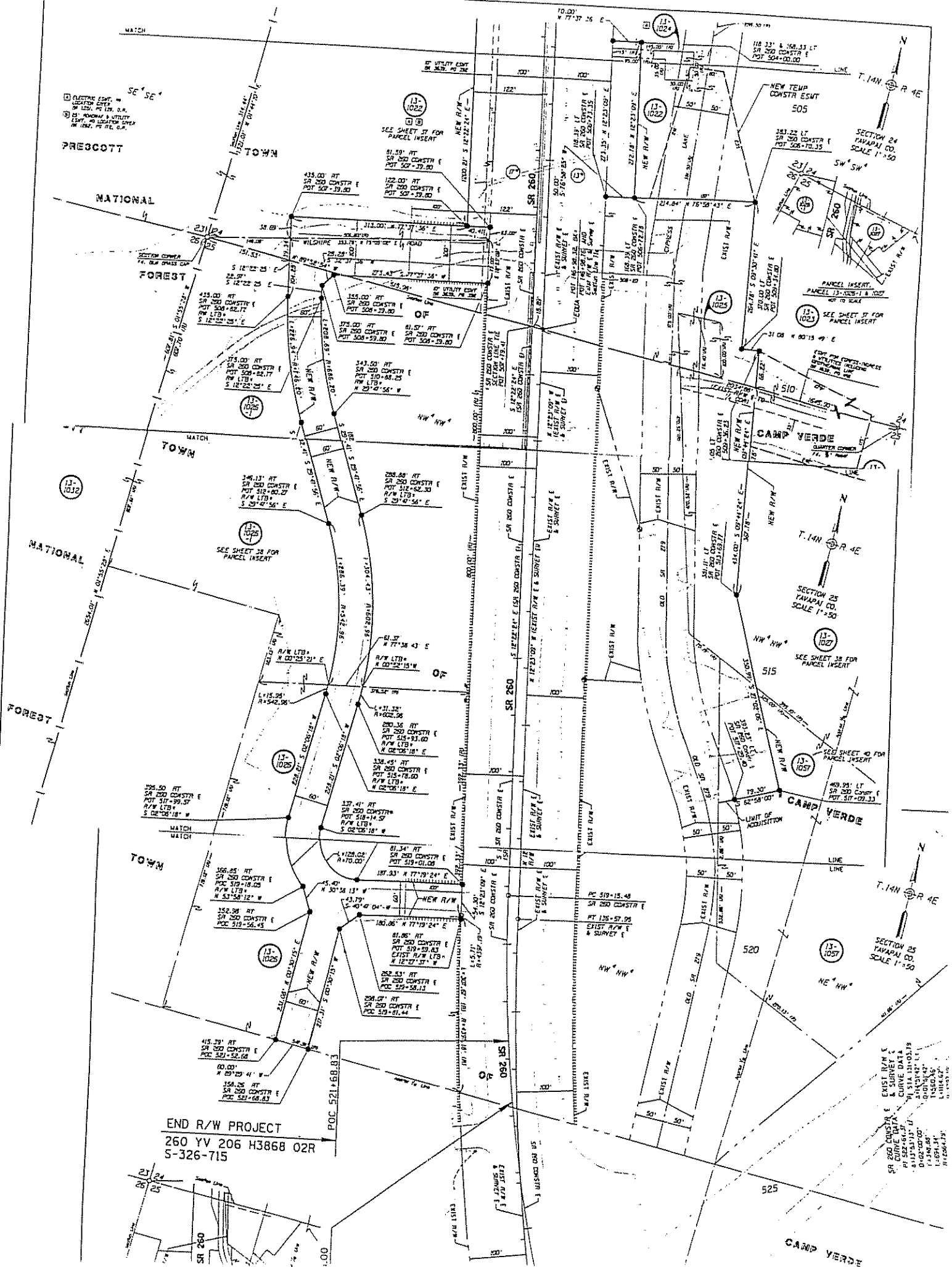

Brenda Hauser, Mayor

Attest:
Deborah Barber, Town Clerk



Approved as to Form:


Julie Krieger, Town Attorney



APPROVAL OF THE TOWN OF CAMP VERDE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF CAMP VERDE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 26th day of June, 2002.

Julie M. Kriegel
Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

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MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1508-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 12, 2002.

Janet Napolitano
Attorney General

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:djd:752718

Enc.